



Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 71 of the Private Housing (Tenancies) (Scotland) Act 2016.

Chamber Ref: FTS/HPC/PR/20/0257

Re: Property at 43 Ashvale Place, 2nd Floor Right, Aberdeen, AB10 6QJ (“the Property”)

Parties:

Northeast Property Development, 34 Viewfield Road, Arbroath, Angus, DD11 2DN (“the Applicant”)

Mr Ray Stobbart, 34 Longmeadows, Sunderland, SR3 3SB (“the Respondent”)

Tribunal Members:

Lesley Ward (Legal Member)

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the respondent shall make payment to the applicant of the sum of three hundred and forty nine pounds (£349).

1. This was a case management discussion ‘CMD’ regarding an application in terms of s71 of the Private Housing (Tenancies) (Scotland) Act 2016, ‘the Act’ and rule 111 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017, ‘the rules’. Both parties attended.

2. The tribunal had before it the following copy documents:
 - (1) Application dated 20 January 2020.
 - (2) Tenancy agreement dated 9 January 2019.
 - (3) Email from the applicant to the tribunal dated 2 March 2020.
 - (4) Email from the applicant to the tribunal dated 18 November 2020.
 - (5) Rent statement.
 - (6) Amazon receipt.

(7) Email from the respondent to the tribunal dated 15 February 2021.

(8) Email from the applicant to the tribunal dated 1 March 2021.

3. This application has a procedural history as it was dismissed by the tribunal in terms of rule 8 and recalled in terms of rule 30. The applicant is seeking the sum of £596.99 as set out in his email of 2 March 2020. This was in respect of unpaid rent and items which the applicant states he bought for the property in anticipation of the respondent residing there for at least a year. The respondent wrote to the tribunal on 15 February 2021 making an offer of £349 in settlement. This was on the basis of 6 days unpaid rent at £16.50 per day, and one half of the costs the applicant had incurred in goods for the property.

4. Findings in fact

(1) The applicant is the owner of the property.

(2) The parties entered into a tenancy agreement in January 2019 for let of the property.

(3) The tenancy commenced on the 14 January 2019.

(4) The agreed rent was £495 per month.

(5) The respondent gave the applicant notice on 6 June 2019 and the respondent left the property on 14 June 2019.

(6) The sum of £99 is due by the respondent in respect of unpaid rent to 14 June 2019.

(7) The applicant purchased various items for the property at the cost of around £500, on the basis that the respondent would be residing there for 12 to 18 months.

(8) The respondent has agreed to reimburse the applicant the sum of £250 for the items and £99 in respect of the unpaid rent.

5. Reasons

The parties have reached an agreement that the respondent will pay the applicant the sum of £349. This is in respect of unpaid rent of £99, and a further sum of £250. This is one half of the costs incurred by the applicant in purchasing items such as a television and freezer for the property in anticipation of the respondent staying there for at least a year. The tribunal granted an order for the respondent to pay this agreed sum.

Right of Appeal

In terms of Section 46 of the Tribunal (Scotland) Act 2014, a party aggrieved by the decision of the Tribunal may appeal to the Upper Tribunal for Scotland on a point of law only. Before an appeal can be made to the Upper Tribunal, the party must first seek permission to appeal from the First-tier Tribunal. That

party must seek permission to appeal within 30 days of the date the decision was sent to them.

Lesley Ward

3 March 2021

Lesley A Ward Legal Member

Date